

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “*Agreement*”) is made as of this ____ day of August 2026 (the “*Effective Date*”), by and between **MICHAEL C. GRAVES** and **SUE A. GRAVES**, individuals, with a mailing address of 13 Victor-Mendon Road, Mendon, New York 14506 (collectively, “*Owner*”), and the **TOWN OF MENDON**, a municipal corporation with a mailing address of 16 West Main Street, Honeoye Falls, New York 14472 (the “*Town*”).

WHEREAS, Owner is the fee simple owner of certain real property located at 13 Victor-Mendon Road in the Town of Mendon, County of Monroe, and State of New York, with a tax parcel identification number of 216.08-1-36 (the “*Property*”);

WHEREAS, the Town is desirous of removing a retaining wall (the “*Retaining Wall*”) situated within a public right of way located adjacent to the Property (the “*Public ROW*”);

WHEREAS, in connection with the removal of the Retaining Wall, Owner is desirous of the Town adding top soil to and grading a portion of the Property;

WHEREAS, the Town is desirous of accessing the Property for the purpose of so removing the Retaining Wall, filling and grading such portion of the Property, and performing any additional work in connection therewith; and

WHEREAS, Owner has agreed to grant such access, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Access. Owner hereby grants to the Town and the Town’s employees, agents, consultants, representatives, and contractors (collectively, “*Town Representatives*”) the right to enter upon that portion of the Property identified on Schedule A attached hereto and made a part hereof (such portion of the Property, the “*Access Area*”, such Access Area being more particularly described on Schedule B attached hereto and made a part hereof) for the purposes of removing the Retaining Wall from the Public ROW, filling in dirt and soil for grading purposes, and other ancillary activities related thereto (collectively, the “*Activities*”). The Town agrees to perform all Activities in a good and workmanlike manner and in accordance with all applicable laws.

2. Owner Acknowledgements. Owner hereby acknowledges and agrees as follows:

(a) It may be necessary for the Town to remove existing bush or other vegetation within the Access Area. In such event, the Town shall have no obligation to re-plant or replace any removed vegetation. In no event shall the Town be liable for any damage to existing vegetation.

(b) After the performance of the Activities, the Town will seed the Access Area, but in no event will the Town be liable for watering, fertilizing, or otherwise establishing grass in such area.

(c) After the completion of the Activities, the Town shall have no further liability or obligations with respect to the Property or the Access Area.

(d) As a material inducement to the Town agreeing to perform the Activities, Owner does hereby acknowledge, represent, warrant, and agree, to and with the Town, that Owner hereby expressly and unconditionally waives and releases the Town and the Town Representatives from any and all loss, damage, injuries, claims, expenses or other liability of any nature, resulting from or relating to the Activities in any manner whatsoever. Without limiting the generality of the foregoing, in no event shall the Town or the Town Representatives be liable for any purported damage to private utilities, Owner's septic system, or Owner's driveway, as a result of the Activities or otherwise. The terms and conditions of this Section 2(d) shall survive the expiration or earlier termination of this Agreement.

3. Notices. Notices required hereunder shall be delivered to the Owner's mailing address and the Town's mailing address as set forth in opening paragraph hereof. Written notices may be delivered by personal delivery, by overnight courier (for next business day delivery) or by certified mail, return receipt requested. Any notice given under this Agreement shall be deemed received upon actual receipt, the next business day if delivered to an overnight courier for next business day delivery to the notice address, or three days after deposit in the United States mail if sent certified mail, return receipt requested to the respective notice address.

4. Miscellaneous. The recitals set forth above are incorporated into and made a part of this Agreement. The rights granted hereunder are personal to the Town and shall not be assigned nor shall the Town permit or suffer the occupancy of or access to the Property by any third party or any person other than the Town or the Town Representatives. This Agreement shall not be modified except by an express written agreement signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one agreement. Delivery of each executed counterpart may be made via email in PDF format and shall be deemed an original. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

OWNER:

MICHAEL C. GRAVES

SUE A. GRAVES

THE TOWN:

TOWN OF MENDON

By: _____
Name: _____
Title: _____

Schedule A

Access Area

[See attached]

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Schedule B

Legal description of Access Area

[See attached]

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